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EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is effective as of December 8, 2014, by and between Kansas Athletics, Inc. ("Athletics"), and David Beaty ("Head Coach").

WHEREAS, Athletics operates the intercollegiate athletics programs of the University of Kansas (KU), subject to the direction and control of the Chancellor of the University of Kansas; and

WHEREAS, Head Coach wishes to serve, and Athletics desires that Head Coach should serve as the head coach for the KU intercollegiate football program.

NOW, THEREFORE, in consideration of the mutual representations, agreements, and promises herein contained, the parties hereto agree as follows:

**1. Employment**

Athletics hereby employs Head Coach to perform all duties and responsibilities attendant to the position of Head Coach of the University's intercollegiate football team as set forth in this Agreement.

**2. Term**

This Agreement shall be for a Term of 5 years, from December 8, 2014 through December 31, 2019, unless earlier terminated as set forth herein.

**3. Performance**

Head Coach agrees to serve as head football coach for the term of this Agreement and to devote his full time and attention and give his best efforts and skill exclusively to the duties required of him as the KU head football coach. During the term of this Agreement, Head Coach shall report to and be under the immediate supervision of KU's Director of Intercollegiate Athletics (the "Director") or his designee and shall regularly confer with the Director or his designee on matters involving the operation of the football program. Head Coach shall not directly report to more than one person at any given time, and Athletics hereby agrees that in the event Head Coach does not report directly to the Director, the designee shall be either an Assistant or Associate Director of Athletics. Without limiting the generality of this Section 3, Head Coach's duties and responsibilities as the head football coach shall include, but not be limited to, the following:

- A. The competent and diligent performance of all reasonable duties as may be required by the Head Coach in connection with the supervision and administration of the KU football program. Such duties shall include, but are not limited to, supervising, evaluating, recruiting, training and coaching student-athletes to compete against major college competition; the evaluation of coaching staff; budget preparation and administration, for approval by the Director or designee, as it relates to the football program; and
- B. The professional and personal comportment at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic

EXHIBIT

A

standards of Athletics and KU. At all times Head Coach shall exercise due care that all personnel and student-athletes under his supervision or subject to Head Coach's control or authority, comport themselves in a similar manner; and

- C. Compliance with the academic standards and requirements of KU with respect to the recruiting and eligibility of prospective and current student-athletes for the football program. Head Coach shall comply with the academic policies established by KU and the NCAA, including monitoring and encouraging the regular progress toward an academic degree of those student-athletes in the football program. Head Coach shall cooperate with academic counselors or similar persons to assist student-athletes in connection with the academic pursuits of the student-athletes and shall use his personal best to encourage and promote those efforts and the efforts of every student-athlete to obtain a baccalaureate degree; and
- D. The undertaking of his reasonable best efforts to comply with and assure that all persons under his supervision, including coaches and student-athletes, comply with the rules and regulations of the National Collegiate Athletics Association (NCAA), the Big Twelve Conference and such rules and regulations concerning intercollegiate athletics, athletics personnel, and student-athletes as may from time to time be promulgated by KU or Athletics. Head Coach shall observe and respect the principles of institutional control in every aspect of the football program. In the event that Head Coach becomes aware, or has reasonable cause to believe, that violations concerning these rules may have taken place, he shall report the same promptly to the Director; and
- E. The undertaking of his reasonable best efforts to competently and diligently perform all required tasks and activities of, and adherence to all standards, rules, and regulations established by applicable federal and state laws, including the Buckley Amendment, the Clery Act, Title IX, the Handbook for Faculty and Other Unclassified Staff of KU and Athletics' Policies and Procedures Manual, as either document may be amended from time to time. Head Coach hereby acknowledges that a complete copy of both KU's policies for Faculty and Other Unclassified Staff and a complete copy of Athletics' Policies and Procedures Manual are available at <https://documents.ku.edu/policies/provost/FacultyandUnclassifiedStaffHandbook.pdf> and <http://www.kuathletics.com/internal/kan-manual.html> respectively. In case of a conflict between KU's policies for Faculty and Other Unclassified Staff and Athletics' Policies and Procedures Manual, the terms of Athletics' Policies and Procedures Manual shall control. Head Coach acknowledges and agrees that he has received information regarding access to Athletics' Policies and Procedures Manual and he shall be governed by its terms; and
- F. Maintaining and enforcing conduct (both on and off the field) and disciplinary rules and sanctions fairly and uniformly for all student-athletes in the football program so as to ensure academic and moral integrity; and
- G. The performance of professional services as such services relate to the position of Head Coach and are as further set forth in Section 8 herein; and

- H. Head Coach shall not, without approval of the Director, arrange for or agree to the receipt by the assistant football coaches of any supplemental pay, bonus, or other form of payment from any outside source, except for income earned from the operation of Head Coach's sports camps or clinics; and
- I. Head Coach may recommend the hiring, continued employment, job titles, dismissal, and compensation of the employees involved in the football program at KU with final approval by the Director. All such recommendations are subject to standard Athletics pre-employment inquiries, including NCAA and criminal background checks. Head Coach shall make no financial or employment commitments unless specifically authorized and approved by the Director, and the Director may not unreasonably or arbitrarily reject any job candidate chosen by Head Coach to fill a position within or connected to the KU football program; and
- J. Head Coach may recommend the scheduling of football games, with the final scheduling authority to be the responsibility of the Director. Director may not unreasonably or arbitrarily reject any scheduling recommendations made by Head Coach.

#### 4. Salary

For all services to be performed by Head Coach in his capacity as head football coach, Athletics shall pay Head Coach a salary of \$225,000 per annum, payable in twelve (12) equal monthly installments on the last day of each month during the term of this Agreement. Said salary may be increased from time to time upon review by Athletics in an annual performance review and any such adjustment shall be effective upon the next payment date.

#### 5. Incentive Payments

- A. The following incentive payments shall be paid to Head Coach in the event the football team achieves any of the goals corresponding to the amounts indicated:

Each Big 12 regular season game win	\$25,000
Big 12 regular season champion or co-champion	\$100,000
Coaching KU in bowl game	\$100,000
Coaching KU in the Fiesta Bowl, Rose Bowl, Orange Bowl, Sugar Bowl, Peach Bowl or Cotton Bowl	\$250,000
Coaching KU and winning the Fiesta Bowl, Rose Bowl, Orange Bowl, Sugar Bowl, Peach Bowl or Cotton Bowl	\$500,000
Head Coach named AP National Coach of the Year	\$50,000
Head Coach named Big 12 Coach of the Year	\$50,000

- B. It is the intent of the parties that the amounts set forth in Subsection 5(A) shall be cumulative with any other section and each other. For example: if the football team wins the Big 12 Regular Season Championship, wins seven Big 12 games and the Head Coach coaches the team in the Fiesta Bowl during the same season, Head Coach would receive \$525,000 (assuming no other provisions of this Section 5 were applicable); if the football team wins three Big 12 regular season games and the Head Coach is named the Big 12 Coach of the year, Head Coach would receive \$125,000.
- C. In the event this Agreement is terminated pursuant to Section 13 below, Head Coach shall repay to Athletics all Incentive Payments received for any achievement by Head Coach under this section 5 (A) if such achievement is subsequently vacated by KU or by the NCAA, in whole or in part, because of NCAA or Kansas University rules violations committed directly by Head Coach as determined by Athletics, KU, or the NCAA.

**6. Outside Income**

- A. In accordance with NCAA rules, Head Coach agrees that he shall provide to the Chancellor of the University of Kansas by September 1 of each year a detailed accounting in writing of all athletically related income and benefits from sources outside the institution. This report shall include the amount and source of income.
- B. Head Coach agrees that during the term of this Agreement, he will not engage in any outside activities, including but not limited to, commercial or private ventures including outside consulting agreements, using Head Coach's name or likeness by any commercial, public, or private entity, television, radio, or internet, unless such activities are expressly approved in writing and in advance by the Director and comply with NCAA and Big 12 bylaws, rules, and regulations and in compliance with Athletics' Policies and Procedures Manual. Head Coach agrees that any outside activities shall not conflict with or be inconsistent with his responsibilities under this Agreement including those set forth in Section 9 below. Head Coach further agrees that he shall not create a private foundation without the prior approval of the Director.
- C. Nothing in this Agreement shall constitute permission or license of Head Coach to use or authorize third parties to use KU's trademarks in connection with outside employment. A license to use the University's trademarks must be obtained from and approved by the Director. Nothing in this Agreement shall constitute permission or license for Head Coach to change or modify any existing trademarks or to create new trademarks for KU or its football program without the express written permission of the Director and the Chancellor of KU.



## 7. Professional Services

- A. Athletics shall pay to Head Coach for professional services rendered an income of not less than \$575,000 per annum (the "Guaranteed Net Income"), said payments beginning December 8, 2014 through March 2, 2015. Beginning March 3, 2015, Athletics shall pay DB Sports LLC ("Contractor") for professional services rendered by Head Coach an income of not less than \$575,000 per annum, said payments continuing through the term of this Agreement. Should the football team have a winning regular season record (defined as at least 6 wins and no more than 6 losses or bowl eligibility) during any season, the Guaranteed Net Income shall be increased by \$100,000, effective January 1<sup>st</sup> of the year after the winning regular season, and shall continue for the term of this Agreement. Duties under this section may include educational, public relations, and promotional duties as assigned by the Director.
- B. The payment amount set forth in Section 7 (A) above shall be made in twelve equal monthly installments due on the last day of every month.
- C. The payments to Head Coach and to Contractor described in this Section 7 are contingent upon Head Coach's participation and cooperation performing said duties as described in Section 7 (A) above and duties described in a separate Professional Services Agreement effective as of March 3, 2015, including but not limited to, the production of any Programs, including but not limited to radio shows, Internet features, or his occasional endorsement of products affiliated with and approved by Athletics or its marketing partner(s) as set forth in Section 9 below.
  - i. Athletics hereby agrees that it shall not enter into any agreement that would require Head Coach to endorse any specific product or products, except as provided in Section 9 below, without Head Coach's prior written consent, which shall not be unreasonably withheld.
  - ii. Athletics further agrees that Head Coach shall be entitled to earn and retain all revenues generated by his participation in outside activities not covered by this Agreement and approved by Athletics pursuant to Section 6 (B).
  - iii. Head Coach agrees that he shall use his best efforts to be available for interviews and other outside appearances as requested by Athletics and agrees that he shall actively participate in fundraising events hosted by the Williams Education Fund.
- D. In the event that Head Coach's employment is terminated without cause pursuant to Section 12 of this Agreement, Contractor shall be entitled to payment under this Section 7 for 24 months or up to December 31, 2019 (whichever occurs first); the payments under Section 12 shall be considered as liquidated damages with no other sums or damages of any kind whatsoever paid by Athletics to Contractor.

- E. In the event that Head Coach's employment is terminated pursuant to Sections 13 or 15 of this Agreement, Contractor shall be entitled to payment under this Section 7 up to the date of termination only.

**8. NCAA and/or Big 12 Violations**

- A. If KU, Athletics, the Big 12 Conference or the NCAA determines that Head Coach has violated NCAA or Big 12 regulations, or willfully and knowingly permitted any other person under his direct control or supervision to commit an NCAA or Big 12 violation, or if Head Coach failed to promptly report a violation or provide complete and accurate information to the Director, in addition to any remedies provided by this Agreement or at law, Head Coach agrees that he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, as now existing or as amended from time to time. Such action by the NCAA or Big 12 shall not preclude or, in any manner, affect Athletics right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
- B. Head Coach further agrees that if he is found by KU, Athletics, the Big 12 Conference or the NCAA to be involved in significant, or repetitive or intentional violations (or a pattern of conduct which may constitute or lead to a major NCAA violation) of NCAA regulations, whether while employed at KU or during prior employment at another NCAA member institution, Head Coach may be suspended without pay for a period of time and/or the employment of Head Coach may be terminated for cause, as set forth in Section 13 below. Additionally, if Head Coach knew or should have known of a significant or repetitive or intentional violation of NCAA regulations, and he fails to promptly report it to the Director, he agrees that he may be suspended without pay and/or terminated for cause, as set forth in Section 13 below.
- C. Head Coach further agrees that he shall report promptly to the Director any violations known to Head Coach of governing athletic rules, including NCAA and/or Big 12 rules, or Athletics or KU rules, regulations or policies by any person under the Head Coach's direct control or supervision, including but not limited to assistant coaches and student-athletes.
- D. If Head Coach is fined by the Big 12 Conference or NCAA for any violation of the sportsmanship policy, such penalty shall be the sole responsibility of the Head Coach.
- E. Head Coach agrees to indemnify KU and Athletics for all costs and expenses, including attorneys' fees, incurred by KU and/or Athletics as a result of KU's football program being placed on probation due to a major, intentional, significant or repetitive violation of NCAA rules and regulations by Head Coach directly. Said payments by Head Coach shall not exceed \$500,000.

9. Apparel and Media Rights/Contracts

- A. Head Coach acknowledges that any apparel provided to or purchased by KU or Athletics by a manufacturer is subject to NCAA rules and regulations, as well as KU's property inventory procedures. All equipment must be sent directly to Athletics' Athletic Equipment Manager and shall be owned by Athletics. Any personal equipment or apparel that is provided to or purchased by Head Coach from an apparel dealer must be delivered to his home address, and cannot be received by KU or Athletics.
  
- B. All designs for merchandise incorporating any KU marks and/or logos (including verbiage), which may be sold or given away at any activities (camps, clinics, any athletic contests, etc.) involving any KU or Athletics employees, must be approved by the Director prior to production. All merchandising incorporating any KU marks and/or logos (including verbiage), which shall be sold or given away at any activities (camps, clinics, any athletic contests, etc.) involving any KU or Athletics employees, is subject to normal licensing approval and applicable royalty fees. All such merchandise must be purchased from University-approved, licensed manufacturers. A list of all University-approved, licensed manufacturers (including addresses and phone numbers) shall be available from the Director. Copies of all invoices for all merchandise incorporating any KU marks and/or logos (including verbiage) ordered for resale/give-away at any activities (camps, clinics, any athletic contests, etc.) must be forwarded to the Director for review and approval.
  
- C. Head Coach acknowledges that Athletics and KU have agreements with apparel and/or footwear manufacturers and distributors, as well as merchandise and beverage agreements, to provide footwear, apparel, equipment, and other products to Athletics for use by the football team and staff. Head Coach agrees he shall not negotiate a separate contract with any footwear, apparel, equipment or beverage manufacturer while serving as head football coach, and that he further agrees that he will not endorse any athletic footwear, apparel, equipment and/or beverage products and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, equipment, or beverages. He further acknowledges that he shall comply with all terms of Athletics agreements with such apparel, footwear, equipment, merchandise, or beverage agreements that currently exist or that the University or Athletics may negotiate in the future. Athletics shall furnish the details of such agreements to Head Coach.
  
- D. Head Coach further acknowledges that Athletics possesses the sole and exclusive ownership rights to all media rights in KU football, including but not limited to coaches' shows, call-in programs, post-game and pre-game interviews, highlight shows, replay shows, and other programs (the "Programs") that may be offered currently or in the future on media outlets, including but not limited to the following: radio, all forms of television, internet, satellite, cable, broadband, high definition, DVD, video cassette, wireless and video-on-demand or any other

medium whatsoever whether now existing or developed in the future. As such, Athletics shall be entitled, at its option to produce and market the Programs or negotiate with third parties for the production and marketing of the Programs. Athletics shall be entitled to retain all revenue generated by the Programs, including but not limited to, that received from Program sponsors for commercial endorsements used during the Programs. All appearances by Head Coach on any radio, television, internet or any other Program must have the prior approval of the Director. It shall not be unreasonable for Athletics to withhold approval, and Head Coach shall not be permitted to participate in any business transactions or endorse any products or appear on any radio or television or internet or any other Programs, if Athletics reasonably determines that such participation may likely discredit or bring undue criticism to Athletics or KU or to infringe upon any contractual obligations of Athletics or, as determined by Athletics in its sole but reasonable discretion, are otherwise not in the best interests of Athletics or KU or which violate KU policy or local, state, or federal law. Head Coach may not associate KU's name, logos, trademarks, symbols, insignias, indicia, service marks, or reputation in connection with any such arrangements, directly or indirectly, without the prior written approval of the Director. In the event that the Director gives permission to Head Coach to use KU's name, logos, trademarks, symbols, insignias, indicia, service marks or reputation, such permission shall be non-exclusive and non-transferable, and such permission shall automatically expire upon Head Coach's resignation or termination from employment or upon written notice from KU.

- E. Head Coach agrees to, and hereby does, assign to Athletics and KU or its then current rights holder of one or more of the Programs all right, title and interest in Head Coach's name, nickname, initials, autograph, facsimile signature, likeness, photograph, and derivatives thereof, and Head Coach's picture, image, and resemblance and other indicia closely identified with Head Coach (collectively the "Property") in connection with the Programs or endorsements and in all other respects for purposes consistent with this Section and elsewhere in this Agreement. The assignment includes, but is not limited to, intellectual property rights under any and all trademarks and copyrights and any applications therefor which have been obtained or filed, and may be filed in the future with respect to the Property. Head Coach further agrees to, and hereby does, assign to Athletics and KU the Property associated with all previously broadcast, record or stored Programs. Nothing contained herein shall limit Coach's ability to use the Property in activities not associated with the Programs (subject to the approval provision of Section 6B of this Agreement).

#### 10. Other Miscellaneous Benefits

So long as Head Coach continues as the head coach of the KU intercollegiate football program, Athletics agrees to provide, or pay, as the case may be, and only as directed by Head Coach, the following additional benefits:

- A. For the duration of his employment as head football coach, Head Coach shall receive the use of two automobiles, the model of which shall be the highest line of



the manufacturer or are mutually agreed upon, at no cost to Head Coach, subject to the procedures outlined in the Athletics' Policies and Procedures Manual.

- B. So long as Head Coach remains insurable, and either employed by Athletics or is receiving liquidated damages payments pursuant to Section 12 below, Athletics shall purchase and maintain a term life insurance policy for Head Coach in the amount of \$2,000,000. Head Coach shall be the owner of the policy and may designate the beneficiaries. Head Coach hereby agrees that Athletics may purchase an additional life insurance policy on Head Coach and, in recognition of Head Coach's value to Athletics and its programs, Athletics shall be the beneficiary of such policy.
- C. Athletics shall pay the reasonable travel and lodging expenses incurred by Head Coach's spouse in attending KU football games held outside the city of Lawrence, Kansas and the reasonable travel and lodging expenses incurred by Head Coach's two minor children in attending one KU football game held outside the city of Lawrence, Kansas.
- D. Head Coach shall be entitled to operate a summer football camp or clinics in accordance with the policies of KU, Athletics, the NCAA and Big 12 concerning the operation of such camps. Head Coach hereby acknowledges and agrees that within 60 days from the closing of any camp or clinic, Head Coach shall provide to Athletics a full accounting of the camp or clinic, including a statement of income and expenses, and an accounting of all distributions to all personnel working at the camp or clinic. Head Coach has the right to operate a camp or clinic at KU only as long as he is the Head Coach of the football program. Head Coach hereby acknowledges and agrees that Athletics shall receive a payment derived from said camp as a facilities use fee. The payment will be determined on an annual basis and specified in an annual camp contract that Head Coach shall sign with Athletics.
- E. Athletics shall pay all reasonable travel and entertainment expenses not reimbursed by another source whenever Head Coach represents KU or its athletics or football programs. Such representation is understood to include recruiting, appearances at camps or clinics, speaking engagements, and other occasions at which Head Coach represents KU and its athletics program.
- F. Head Coach shall be eligible to participate in all medical, dental, retirement and any other fringe benefit programs available to full-time benefits eligible employees of Athletics.
- G. Athletics shall make available to Head Coach up to 12 tickets for home football games upon his request at no cost to Head Coach for allocation at his discretion. Head Coach's tickets shall be located between the 35 yard lines on the west side of Memorial Stadium, said seats to be assigned by Athletics. In addition, Athletics shall make available to Head Coach up to 12 tickets for allocation at his discretion to all away football games and up to 12 tickets to bowl games. Any other tickets

requested by Head Coach shall be paid for directly by Head Coach and shall be his personal expense.

- II. Athletics shall provide to Head Coach up to 4 season tickets to men's and women's basketball games, said seats to be located on the lower level of Allen Fieldhouse between the free throw lines, said seats to be assigned by Athletics, and up to 4 tickets to the Big 12 Conference men's and women's basketball tournament games at which he personally attends and the NCAA men's and women's basketball tournament games in which he personally attends and KU participates, all at no cost to Head Coach. Any other tickets requested by Head Coach shall be paid for directly by Head Coach and shall be his personal expense.
- I. Athletics shall provide an Athletics designated Scholarship Suite to Head Coach in Memorial Stadium.
- J. Head Coach shall be provided a membership at a Lawrence country club. Athletics agrees to pay all monthly dues, greens fees, and all other business-related expenses.
- K. Any use of privately owned aircraft, including use of the university airplane, may only be for recruiting purposes. Head Coach's family members are not permitted on private aircraft unless their presence is in accordance with university policy.

#### **11. Taxability of Benefits**

Head Coach acknowledges and agrees that some benefits described in Section 10 above may constitute taxable income, and Head Coach agrees he will be responsible for payment of all appropriate taxes on such income. Head Coach also understands and agrees that Athletics will withhold taxes based on the value of the benefits described in Section 10 above, and based on the value of any other benefits or compensation provided by KU or Athletics and not otherwise listed herein.

#### **12. Termination Without Cause**

- A. Athletics shall have the right to terminate this Agreement without cause at any time upon written notice to Head Coach. In the event Athletics terminates this Agreement without cause, Athletics shall only be liable to Head Coach for the payment of liquidated damages as outlined in this section; no other sums or damages of any kind whatsoever shall be paid by Athletics to Head Coach.
- B. The obligation of Athletics to make the payments set forth herein shall be reduced and extinguished by and to the extent of any compensation Head Coach earns and actually receives from the date of termination without cause (the "offset"). Head Coach acknowledges a good faith duty and obligation to seek to obtain similar or related employment and to collect sums due him in connection with such employment.

- C. In the event that Head Coach obtains such other employment after being terminated by Athletics without cause, it shall be the obligation of Head Coach to notify Athletics and provide all documentation requested by Athletics to determine the amount of compensation received by Head Coach and the amount of offset Athletics may owe. Athletics shall have the right to review any such compensation offers to determine if such compensation is commensurate and reasonable prior to its approval of any offset payments. Should Athletics determine that such compensation is not commensurate, Athletics shall be entitled to “gross up” the salary as though Head Coach had received a salary commensurate with others similarly situated. For example, if Head Coach accepts an assistant coaching position for \$50,000 per year, and a salary commensurate (calculated by determining the average salary of the assistant coaches) with the other similarly situated coaches on staff, exclusive of coordinators and the head, is \$150,000, then Athletics would be obligated to pay Head Coach an additional \$650,000 per year through June 30, 2019—the difference between his Athletics salary and the commensurate salary for the new position, and subject to the time limitations set forth in Sections 12 (D) and 12 (E) below.
- D. Notwithstanding the above, if Athletics terminates this Agreement without cause prior to its expiration, Head Coach shall be entitled to, and shall accept as liquidated damages (less any offset), payment of his Salary (Section 4) and Professional Services at the then existing rate (Section 7) and payments pursuant to Section 12 (F) below for 24 months or up to December 31, 2019 (whichever occurs first).
- E. The liquidated damages shall be paid to Head Coach over a period of time equal to the number of full months remaining on the contract term or 24 months, whichever is less, in monthly installments commencing on the last day of the month immediately following the month in which the termination date occurs and continuing on the last day of each succeeding month thereafter during the payment period. The monthly payments by Athletics shall be subject to the offset and reduction as previously specified in this Section and apportioned, as feasible, on a monthly basis.
- F. Athletics shall remain responsible for the payment of any life insurance premiums due pursuant to Section 10 (B) above for as long as it is also responsible, pursuant to this Section 12, for the payment of liquidated damages payments to Head Coach. Additionally, Head Coach shall remain eligible to participate in all medical and dental insurance programs available to full-time benefits eligible employees of Athletics for as long as it is also responsible, pursuant to this Section 12, for the payment of liquidated damages payments to Head Coach, unless Head Coach is eligible for said medical and dental benefits in other employment.
- G. The parties agree that such liquidated damages are in lieu of all other compensation and benefits, including annual and sick leave, otherwise owed to Head Coach under any and all other provisions of this Agreement; and further such liquidated damages constitute reasonable compensation for losses that Head Coach will incur and are not a penalty.

13. Termination for Cause

- A. Athletics may, for cause, terminate Head Coach's employment at any time upon written notice to Head Coach.
- B. If such termination is for cause, Athletics shall be obligated to pay Head Coach all amounts owing up to the date of termination only. All obligations of Athletics to make further payments and/or to provide any other consideration, under this Agreement or otherwise, except to the extent already vested, shall cease immediately. Athletics shall not be liable to Head Coach for the loss of any amounts, collateral business opportunities, or any other benefits, perquisites or income resulting from activities such as, but not limited to camps, clinics, media appearances, television or radio shows, or from any other sources as a result of Athletics termination for cause of Head Coach's employment under this Agreement. Head Coach shall not be entitled to receive any benefits or payments that become due after the date of termination. Head Coach shall be eligible to purchase continued health insurance pursuant to COBRA for the period of time specified by COBRA at the time of termination.
- C. For purposes of this agreement, "cause" shall include misconduct, including but not limited to:
  - 1. the refusal, failure (other than the failure resulting from his incapacity due to physical or mental illness), fraud, or dishonesty of Head Coach in any material respect to comply with the reasonable directives of the Director or his designee or to perform the duties set forth in Section 3 above; or
  - 2. serious criminal conduct by Head Coach, including any felony, as determined by Athletics or any criminal conviction involving dishonesty, fraud, misappropriation, or embezzlement; or
  - 3. discreditable conduct that is inconsistent with the professional standards expected of a head coach of a collegiate sports team or that is seriously prejudicial to the best interests of KU or Athletics; or engaging in abusive or demeaning language or conduct to any student, including student-athletes, or employees, including employees of KU or Athletics; or be involved in conduct or activities that violate KU or Athletics' mission; or
  - 4. violations by Head Coach of NCAA rules and regulations, as set forth in Section 8 above; or
  - 5. failure by Head Coach to report promptly to the AD any violations known to Head Coach of governing athletic rules, including NCAA and/or Big 12 rules, or Athletics or KU rules, regulations or policies by assistant coaches, student-athletes or other persons under the direct control or supervision of Head Coach; or



- 6. fraud or dishonesty in preparing, falsifying, submitting, or altering documents or records of or for the NCAA, the Big 12 Conference, Athletics, or KU; or
- 7. commission of or participation in by Head Coach of any act, situation, or occurrence, or any conduct, which in Athletics' or KU's judgment brings Head Coach and/or KU into public disrepute, embarrassment, contempt, or ridicule or any public comments that disparage KU or Athletics, its personnel, programs, policies and/or departments, or that cause damage to KU's reputation.

- D. Prior to any termination for cause, Athletics shall provide written notice to Head Coach in accordance with Exhibit A that shall specify the grounds for termination and provide Head Coach with an opportunity (not less than five (5) calendar days) to respond to any allegations against him.
- E. Athletics shall have the right to take disciplinary or corrective action, short of suspension or termination for cause, against Head Coach for violation of any provision of this Agreement or for any reason which would allow termination for cause or suspension under this Section. Athletics is under no obligation to use progressive discipline. Should Athletics choose, at its option, to use progressive discipline for misconduct, the use of progressive discipline shall not create any future obligation for Athletics to use progressive discipline for future incidents.

**14. Termination for Disability**

If Head Coach's mental or physical incapacity precludes him from performing his duties herein and such condition shall continue for a period of more than 60 days, KU or Athletics shall have the right, upon written notice to Head Coach or his legal representative, to terminate Head Coach's employment. Upon notification of the mental or physical incapacity, KU or Athletics shall have the right to place Head Coach on administrative leave, said leave to be administered pursuant to Athletics' administrative leave policy.

**15. Termination by Head Coach**

- A. Head Coach agrees that during the term of this Agreement, he shall notify the Director or his designee of, and obtain permission prior to, any discussions by Head Coach, his agents or representatives, pertaining to coaching opportunities at any NCAA member institution, or any other coaching or non-coaching positions that may result in termination of his employment with Athletics.
- B. Head Coach recognizes that his promise to work at Athletics and KU for the entire term of this Agreement is the essence of this Agreement. In the event that Head Coach terminates this Agreement to accept another coaching position at any NCAA member institution or any other coaching or non-coaching positions that may result in termination of his employment with Athletics prior to the expiration of the term of this Agreement, Head Coach shall be responsible to pay, or have paid on his

behalf, liquidated damages to Athletics in an amount equal to two years of Head Coach's Salary (Section 4) and Professional Services (Section 7) in effect at the time of termination pursuant to this Section. The parties agree that such liquidated damages are fair and reasonable compensation for losses that Athletics will incur and are not a penalty, and shall be due and payable within sixty (60) days following Coach's termination or resignation or by agreement acceptable to both parties

- C. In the event Head Coach should terminate this Agreement, for whatever reason, Athletics shall be obligated in that event to pay Head Coach all amounts owed to Head Coach under this Agreement up to the date of termination only. Head Coach shall not be entitled to receive any other benefits or payments that become due after the date of termination except as expressly provided elsewhere in this Agreement.
- D. Termination by Head Coach may be initiated by providing the Athletic Director written notice of termination or resignation or by making a public announcement of acceptance of employment with any organization other than the University or Athletics.

**16. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, Kansas law on conflicts of law notwithstanding.

**17. Consent to Jurisdiction and Venue**

Any action brought under this agreement shall be brought only in the District Court of Douglas County, Kansas, or the United States District Court for the District of Kansas in Topeka, Kansas or Kansas City, Kansas, and each party waives the right to seek a change of venue to any courts other than those courts.

**18. Severability**

If any provision of this Agreement shall be determined to be void, invalid, unenforceable, or illegal for any reason, this Agreement shall be ineffective only to the extent of such prohibition and the validity and enforceability of all remaining provisions shall not be affected thereby.

**19. Amendments, Modifications, and Extensions**

In order to be enforceable, any amendments, modifications, or extensions to this Agreement must be in writing and signed by all parties hereto.

20. Effective Date

This Agreement and its terms and provisions shall be effective as of December 8, 2014.

21. Waiver

Waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach hereof.

22. Notice

Any notice or other communication hereunder will be in writing, sent via registered or certified mail, overnight courier, or confirmed facsimile transmission and will be deemed provided, if, (a) mailed, when deposited, postage prepaid, in the United States mail, (b) sent by overnight courier, one business day after delivery to such courier, and (c) sent by confirmed facsimile. Any notice or other communication will be addressed as set forth below, or to such other address as any party will advise the others in writing:

If to the University:

Office of the Chancellor  
1450 Jayhawk Boulevard  
Room 230  
The University of Kansas  
Lawrence, Kansas 66045  
Facsimile: (785) 864-4120

with a copy to:

Office of the General Counsel  
1450 Jayhawk Boulevard  
Room 245  
The University of Kansas  
Lawrence, Kansas 66045  
Facsimile (785) 864-4617

If to Athletics:

Director of Athletics  
Kansas Athletics, Inc.  
1651 Naismith Drive  
Lawrence, Kansas 66045  
Facsimile: (785) 864-5035

If to Head Coach:

David Beaty  
Kansas Athletics, Inc.  
1651 Naismith Dr.  
Lawrence, KS 66045

with a copy to:

1 Degree Sports Management  
Attn: Kyle Strongin  
21 Music Square West  
Nashville, TN 37203

**23. Entire Agreement**

This Agreement embodies the complete agreement concerning the employment of Head Coach by Athletics and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. The parties agree that neither of them has made any representations with respect to the subject matter of this Agreement or any representations, including the execution and delivery hereof, except as are specifically set forth herein and each of the parties hereto acknowledges that each has relied solely on his and its own judgment in entering into this Agreement with full opportunity to see advice of competent counsel.

**24. Approval by University and Athletics**

This Agreement shall not be binding upon Athletics until it is signed by the Director of Athletics and approved by the Chancellor of the University of Kansas, and the Compensation Committee of the Board of Directors of Kansas Athletics, Inc.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

KANSAS ATHLETICS, INC.

By   
Sheahon Zenger  
Title: Director of Athletics

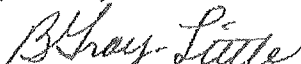
  
David Beaty  
Title: Head Football Coach





Kyle Strongin  
Title: Agent for Head Football Coach

Approved by:



Bernadette Gray-Little  
Title: Chancellor, The University of Kansas



James P. Pottorff, Jr.  
Title: University General Counsel

## ATTACHMENT A: DAVID BEATY EMPLOYMENT AGREEMENT

## I. Procedures for Suspension and Termination

- (a) Employment may be suspended for a period of time, without pay, or terminated, with immediate cessation of salary payments and fringe benefits, for cause. Cause for suspension or termination shall be those causes specified in section 13 (C) of this Agreement, including, but not limited to, a significant or repetitive violation of any of the rules, regulations or policies of the Big 12 Conference or the National Collegiate Athletic Association, by Head Coach, or acts or omissions giving rise to an NCAA finding that the institution has committed a major violation of NCAA rules or regulations. A "significant or repetitive violation" under this Section shall be defined in accordance with the principles stated in Section 11.2.1. of the August 1, 2014 NCAA manual, or the then-existing section and NCAA manual.
- (b) The Director of Intercollegiate Athletics shall determine whether Head Coach shall be suspended or terminated for cause. Prior to suspension or termination for cause, Head Coach shall (i) be provided by Director written notice of the contemplated suspension or termination and a statement of the reasons and facts in support thereof and the effective date of such termination or suspension, which shall be no less than five calendar days after such written notice is delivered to Head Coach, and (ii) have five calendar days from receipt of such notice to deliver a written request for an appeal of the contemplated action. Written requests shall be delivered to the Office of the Chancellor. If no written request is received by the Chancellor as provided herein, a contemplated suspension or termination shall become final five calendar days following Head Coach's receipt of such notice, or on the date specified in the notice, whichever is later. In the event that Head Coach serves a timely written notice of appeal, the contemplated suspension or termination for cause shall be stayed until the appeal has been determined.
- (c) Within 30 calendar days following receipt of a written request for an appeal, the Chancellor shall appoint a three-person hearing board, composed of two individuals from the Board of Directors of Kansas Athletics, Inc. ("Athletics") and one other University or Athletics employee, to consider the matter and hear reasons for and against the contemplated action. Head Coach shall have the right to appear before the hearing board, with a representative if he desires, to comment on the reasons given for the contemplated action and to present reasons against it. The hearing board shall not be bound by formal or technical rules of evidence, and its procedures shall be non-adversarial. The hearing board shall send written findings of fact and recommendations on the matter to the Chancellor. The Chancellor will not be bound to follow the hearing board's recommendations, and may seek counsel from the Athletics Board. The Chancellor shall consider and

decide the appeal and shall notify, in writing, Head Coach, the Director of Intercollegiate Athletics, and the hearing board of the Chancellor's decision, which shall be final and binding as to the issue of cause for termination of suspension on Head Coach, Kansas Athletics, Inc. and The University of Kansas.

- (d) In the event employment is terminated pursuant to the terms and conditions set forth in this Attachment and the Agreement, Head Coach shall be entitled to all rights that have accrued under contract as of the termination date.
- (e) In the event of a conflict between these Procedures and Athletics' and the University's general terms, conditions, policies and procedures governing employment (as they may be modified from time to time), these Procedures shall govern.
- (f) If Head Coach is found in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, in addition to any other actions taken pursuant to the provisions of this Agreement.